



Funding Opportunity Announcement (FOA)
GAME CHANGER 1.5
COMPETITIVE GRANTS

I. Background

Among its responsibilities, the Maryland Energy Administration (MEA) is charged with promoting the transfer and commercialization of energy technology from private and public laboratories to the citizens of the State. MEA also provides technical assistance, grant and loan funds therefor, and financial assistance to any municipality, county, State unit, local public agency, nonprofit organization, or private entity, in order to establish or carry out sound energy policies or practices, as codified in Section 9–2003 of the State Government Article.

Based on this responsibility and authority, MEA is interested in supporting the deployment of "game changing" or innovative, early-commercialization stage energy generation (electric or thermal energy) technologies in actual installed projects. MEA's objectives in supporting innovative, early-commercialization stage technologies are to mitigate the additional costs and risks of installing game changer technologies, evaluate the efficacy of those technologies through performance data collection and analysis, and to assess the cost/benefit ratios of those technologies through life cycle analyses.

MEA released the original ("1.0") funding opportunity announcement in June 2012 and received over 30 grant applications in response. MEA eventually made four Game Changer 1.0 awards, namely to:

1. Standard Solar, for the State's First Solar Microgrid at a Konterra property;
2. TimberRock Energy Solutions, for Solar-Charged Electric Vehicles at a General Motors Plant;
3. Skyline Innovations, for Cost-effective Glazed Polymeric Solar Water Heating System for Multi-family Housing; and
4. Land and Cultural Preservation Fund, for Community-scale Wind Project Assessment and Development.

II. Available Funding for Game Changer 1.5 Competitive Grants

March 22, 2013. MEA currently anticipates approximately **\$894,000** for *Game Changer 1.5 Competitive Grants* which MEA would like to leverage to support two major resource conversion technologies that were not represented in Game Changer 1.0, namely Geothermal Heating & Cooling, and Bioenergy.

Game Changer 1.5 Projects could include Geothermal Heating & Cooling, or Bioenergy, technologies, systems, or applications utilized in other states or parts of the world that have not been introduced in Maryland. The technologies, systems, or applications must have the potential of significantly advancing the State's clean energy generation market. Illustrative, but not prescriptive or bounding, examples could include:

- Geothermal Heating & Cooling projects that demonstrate how innovative financing (e.g., leasing, on-bill financing, Thermal Power Purchase Agreements, local government bonds, revolving loan funds, etc.) can address the first cost barrier to market entry for non-residential applications.
- Geothermal Heating & Cooling systems which use fewer large, centralized wells to distribute

and store conditioned water/glycol to multiple applications to achieve greater economies of scale.

- Advanced Geothermal Heating & Cooling well drilling equipment and methods to reduce first costs of installation.
- Geothermal Heating & Cooling projects that add significant value to energy/environmental sustainability frameworks and which could become part of building codes & standards in the future.
- Biomass boiler technologies that can utilize a variety of biomass feedstocks to produce thermal energy and/or electricity to meet local energy needs.¹
- Biomass gasification technologies that can utilize a variety of biomass feedstocks to produce thermal energy and/or electricity to meet local energy needs.

MEA expects most grant awards to range in size from **\$25,000 to \$250,000**, depending on the quantity and quality of grant applications received.

The majority of *Game Changer Project* funds should be directly used on installed clean energy game changer projects and the costs of construction, rehabilitation, or modification related to a project including the purchase and installation of necessary machinery, or equipment physically located in the State of Maryland. Siting, design, permitting and engineering costs associated with the project are also eligible costs. Applicants will need to provide installed technology/system performance data after Year of operation of those technologies or systems; ideally this data can be made publicly available through a web portal.

Applicants will need to draft and develop a *Game Changer Project Final Report* with contents agreed upon by grant recipients and MEA.

III. Timeline

The following timeline applies to the *Game Changer 1.5 Competitive Grants*:

- Applications will be received or postmarked on or before **April 22, 2013**.
- MEA anticipates having grant agreements—using the template as part of this announcement as Attachment C—ready for signature by **May 3, 2013**.
- Applicants will negotiate and sign grant agreements based on the Attachment C template by **May 17, 2013; if this milestone is not met by the applicant, the Game Changer award will be forfeited**. MEA will announce the Game Changer 1.5 awards shortly after the May 17, 2013 grant agreement signature deadline is met by all awardees.
- The installed technology or system must be installed by **September 20, 2013**.²
- Initial invoices (for a cumulative amount equivalent to 90% of the grant) to be submitted to MEA by **October 25, 2013**.
- Final invoice (10% of total—after one year of data collection and analysis) to be submitted to MEA by **November 25, 2014**.
- MEA expects **Quarterly Progress Reports** during installation and data collection period.

¹ Solid fuel boilers with a rated heat input of < 35MBTU per hour must receive approval from the Maryland Department of the Environment for environmental and emissions performance, a review which MEA will facilitate as a part of the award process.

² Projects that already exist, are under development, are new, and/or are proposed are all eligible, as long as construction does not pre-date January 1, 2013 and will be complete by September 20, 2013.

- MEA expects a **Final Report, one year of Annual Energy Performance Measurement Data**, and a brief **Life Cycle Analysis** based on costs and performance data after 1 (one) year of operation.
- Grants will be distributed through a reimbursement process upon successful completion of the project. The grant applicant will need to generate and send an invoice and project report, as well as supporting documentation, to MEA in order to receive grant funds. Once all required invoice and reporting documentation has been received and approved by MEA, applicants should expect to receive reimbursement in approximately 30 days.

IV. Eligibility Criteria

Game Changer 1.5 Projects

The following eligibility criteria apply to the *Game Changer 1.5 Projects*:

- Eligible applicants include:
 - Maryland residents, businesses and non-profits
 - Maryland State, County or Municipal agencies
 - Clean energy project developers, installers, and financiers
 - Energy service companies (ESCOs)
 - Utilities, distribution companies, merchant power generators, and other load serving entities within the PJM territory
- Eligible technologies, systems, or applications for Game Changer 1.5 Project grants include:
 - Geothermal Heating & Cooling (GHC)
 - Bioenergy

GAME CHANGER PROJECTS MUST BE PHYSICALLY LOCATED IN MARYLAND AND USE COMMERCIALY-AVAILABLE TECHNOLOGIES OR SYSTEMS. MEA WILL NOT SUPPORT RESEARCH AND DEVELOPMENT (R&D) PROJECTS.

V. Application

Format

A. The *Game Changer Competitive Grant* application for projects should include four sections:

1. A Technical Section covering:
 - Project title
 - A description of the proposed project including:
 - Game changer technology/system to be installed, or approach to be analyzed
 - Installed capacity, in kW or kW equivalents, AC
 - Expected capacity factor (actual energy production/theoretical energy production over the course of a year)
 - Project site
 - Project developer and/or installer
 - Project point of contact
 - Potential increase in productivity of game changer technology/system over conventional technology/system, measured in percentage points
 - Potential of game changer technology/system to be cost-effective via greater market

share and economies of scale, measured in years-to-market-competitiveness

- Market potential and impact, as measured in potential installed capacity (kW or kW equivalents) in 10 years
- Methodology by which applicant will measure the performance on installed *Game Changer Project*
 - MEA requests that applicant collect and analyze data on installed system for one year after system start-up.
 - In an ideal situation, performance data could be publicly shared over a web portal.

2. A Grant Request Section, covering:

- Level of MEA funding request.
 - The applicant may request an amount up to/equal to the difference in installed costs between (“game changer” technologies or systems) - (conventional technologies or systems)³, as detailed in Table 1 below).

Table 1: Conventional Technology/System Installed Costs

Technology / System	Residential-Scale Installed Costs	Building-Scale Installed Costs	Utility/Merchant-Scale Installed Costs
Geothermal Heating & Cooling	\$6,608/ton	\$3,356/ton	NA
Biomass Boiler	\$0.27/BTU/hr.	\$0.20/BTU/hr.	\$0.12/BTU/hr.

- Level of other funds used in the project or market strategy that would leverage the *Game Changer Competitive Grant*, including:
 - Cash
 - In-kind services
 - Equipment, labor, or materials
- Total project cost, broken out by:
 - Equipment or other direct costs
 - Labor costs
 - Management and/or administrative costs (capped at a maximum of 10% of the grant award).

3. A Key Personnel and Corporate Qualifications Section, covering:

- Identification of key project personnel
- Key personnel biographies, including relevant experience
- Corporate qualifications and viability

4. A Terms and Conditions Section, covering:

- *Game Changer Competitive Grant* applicants understand and agree that all data collected and analyzed over the course of this project will be available to the public.
- *Game Changer Competitive Grant* applicants understand and agree that MEA will publish and publicize the project’s final report when finalized.
- *Game Changer Competitive Grant* applicants understand and agree that MEA will take and publish pictures of the projects, unless MEA agrees with the applicant that some part of the project should remain confidential to respect proprietary intellectual property.

³ Based on data collected from the Maryland Energy Administration’s *Clean Energy Grant Program* and other publicly available information, e.g. from Internet websites. If the technology/system is not in Table 1, please provide reasonable conventional technology/system costs, from a credible source, to use as a baseline.

- In order to comply with the National Historic Preservation Act of 1966, all *Game Changer Competitive Grant* applicants must certify that the proposed grant project will not have any “adverse effects” on a historic property. Grant applicants will be required to provide MEA with documentation from the Maryland Historical Trust, or other qualified historic organization, showing that the proposed project will have “no adverse effect” on historic properties. Additional information on the historical preservation review process can be found on the Maryland Historical Trust’s website at <http://mht.maryland.gov/governments.html>.
- Comprehensive third-party liability insurance is expected to be maintained for all work funded by Grant funds. MEA must be named as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers’ compensation insurance, and errors and omissions. All insurance certificates must be maintained in Grantee files and be made available upon request by MEA.
- As a condition of the grant award, all grant recipients must agree to not discriminate in any manner against an employee or grant beneficiary because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or disability of a qualified individual with a disability.

All four Sections of each grant application **SHOULD NOT EXCEED (15) 8½ x 11 INCH PAGES**, inclusive of narrative, pictures, technical drawings, bio’s of key personnel biographies, corporate qualifications, and spreadsheets.

Submission

Please submit or postmark your application as an email attachment (as a Microsoft Word document or Adobe PDF) to gamechangers@energy.state.md.us **on or before midnight April 22, 2013**. All electronic files sent to MEA must be less than 10 MB in size. Files in excess of 10 MB will not be processed by MEA’s email system.

While electronic applications are preferred, hardcopy applications will be accepted but they must be received by MEA on or before **April 22, 2013**. Paper applications should be addressed to:

Douglas Hinrichs, Clean Energy Program Manager
Maryland Energy Administration
60 West Street, Suite 300
Annapolis, MD 21401

NO APPLICATIONS WILL BE ACCEPTED AFTER MIDNIGHT, APRIL 22, 2013.

VI. Evaluation

Evaluation Methodology

Applications for *Game Changer Competitive Grants* will be assessed by the following evaluation criteria:

Game Changer Projects

<i>Evaluation Criteria</i>
1. Potential increase in productivity of game changer technology/system over conventional technology/system
2. Potential of game changer technology/system to be cost-effective
3. Market potential and impact
4. Visibility/replicability of successful project that could lead other interested parties to invest in similar projects
5. Percentage of other sources of funds that would leverage MEA grant
6. Strength of Annual Energy Performance Measurement Data and Life Cycle Analysis
7. Project viability and reasonableness

Evaluation Team

Three to five qualified staff from MEA and/or other relevant agencies will form the Evaluation Team. The Evaluation Team will evaluate grant applications objectively and based on the ability of the proposed project to meet evaluation criteria.

MEA anticipates that evaluated, negotiated, and selected grant agreements will be available for signature by **May 3, 2013, and finalized by May 17, 2013**. However, MEA cannot anticipate the volume of *Game Changer* applications, and may need additional time to evaluate those applications.

VII. Questions

Grant application questions related to **Geothermal Heating & Cooling** should be submitted via email to: Douglas Hinrichs, Clean Energy Program Manager, at dhinrichs@energy.state.md.us

Grant application questions related to **Bioenergy** should be submitted via email to: Kyle Haas, Clean Energy Program Manager, at khaas@energy.state.md.us

ATTACHMENT A: PROJECT DESCRIPTION AND MILESTONES

I. Project Description: **Project Name**

Full project description, diagrams, pictures, and supporting data.

Grantees shall meet and share information with entities that will work with MEA's Marketing and Communications staff to maximize the odds of replicating the success and maximizing the impact of this project, on at least a semi-annual basis. Grantees will also work with the Department of Business and Economic Development on economic development, manufacturing, and jobs creation activities; and the Maryland Clean Energy Center on market development and peer review activities.

II. Project Milestone and Payment Invoicing Schedule

The cost for providing partial support for this project will be \$**Grant Amount**.

Payment will be provided to the Grantee upon successful completion of specific milestones as detailed in the table below.

Milestone	Schedule	Associated Invoice
Grantee signs Game Changer Grant Agreement (this document)	May 17, 2013	NA
Grantee participates in Kick-off Meeting with MEA, DBED, and MCEC to scope out project and begin project replication and market development planning	TBD	NA
Grantee ensures equipment delivery to site, submits invoice	TBD	40% of award
Grantee submits Quarterly Progress Report for Q1 of project, if there is activity to report	TBD	NA
Grantee installs and commissions entire system, submits invoice by October 25, 2013	On or before September 20, 2013	50% of award
Grantee submits Quarterly Progress Report for Q2, if there is activity to report	TBD	NA
Grantee submits Quarterly Progress Report for Q3, if there is activity to report	TBD	NA
Grantee submits Quarterly Progress Report for Q4, if there is activity to report	TBD	NA
Grantee submits Year 1 Data Analysis, Final Report, and Life Cycle Analysis, submits invoice	TBD	10% of award

Grantees may not invoice for any costs expended before the grant was executed.

ATTACHMENT B: QUARTERLY PROGRESS REPORT

1. Project Title:		2. Project Organization Name and Address:	
3. Reporting Quarter:		4. Total Grant Amount: \$	
5. MEA Grant Number:		6. Invoice Number (if Applicable):	
7. Project Organization DUNS:		8. Project Contractor DUNS (Use Separate Sheet if Necessary):	
9. Project Organization Federal Tax Identification Number:		10. Project Organization (and Project, if Different) County and Congressional District:	
11. Project Start Date:		12. Scheduled Project Completion Date:	
13. MBE:	14. MBE Goal:	15. MBE Commitment:	
16. Project Manager Name and Contact Information:			
17. Update on Progress or Challenges Since Last Report:			
18. Update on Schedule including Variations:			

ATTACHMENT C: MEA GAME CHANGER GRANT AGREEMENT TEMPLATE

#2013-XX-XXX
EXECUTION VERSION

MARYLAND ENERGY ADMINISTRATION GAME CHANGER 1.5 GRANT IMPLEMENTATION AGREEMENT

THIS GAME CHANGER 1.5 GRANT IMPLEMENTATION AGREEMENT
(the “Agreement”), entered into this **Date, Year**, by and between

STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION
60 West Street, Suite 300
Annapolis, Maryland 21401

hereinafter “MEA”

and

GRANTEE
Street Address
City, State, Zip Code

hereinafter “**GRANTEE**” or “Grantee”

PREMISES

Pursuant to its authority to invest in the promotion, development, and implementation of renewable energy resources under the Maryland Strategic Energy Investment Program as codified in Sections 9-20B-01 *et seq.* of the State Government Article, the Maryland Energy Administration (MEA) solicited proposals intended to further the deployment of "game changing" or innovative energy generation technologies that would result in installed projects and market strategies. Game Changer grants are intended to mitigate the additional costs and risks of deploying innovative energy generation technologies, to evaluate the efficacy of those technologies through performance data collection and analysis, and to assess the cost/benefit ratios of those technologies through life cycle analyses. The ultimate goal of MEA’s effort is to identify clean energy generation technologies which are not commonly deployed in Maryland but which could help the State meet its ambitious renewable portfolio goals as set forth in Section 7-703 of the Public Utilities Article.

On or before **Date, Year**, the Grantee, **GRANTEE** submitted a Game Changer application to MEA for a grant to **Brief Project Description**.

Representatives from MEA and other energy professional were tasked to evaluate the Game Changer applications using weighted criteria including energy production, cost-effectiveness, market

potential, project viability, cost share, project performance measurement and verification methodology, and project visibility. Based on the scoring and recommendations of the evaluation group, MEA, determined that **GRANTEE**'s proposal has met the criteria for award and has selected the Grantee to receive an award (the "Grant") under this program.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

I. Purpose of Performance Grant

The purpose of this Game Changer Grant is to support the **Project Description**.

Ultimately, this grant will help determine if this clean energy system can be viable in Maryland, e.g. through increased clean energy production from innovative technologies and decreased costs achieved by economies of scale from larger market share. A viable clean energy generation technology, deployed on a large scale, can in turn help the State meet its aggressive RPS goals.

II. Project Description, Payment Invoicing, and Project Milestones

The Project Description, Payment Invoicing Schedule, and Project Milestones are defined and set forth in Attachment A, which is expressly incorporated herein and made a part of this Agreement.

III. Amount and Duration of the Agreement

The total amount of the Grant is **\$Grant Amount**. This Agreement becomes effective upon signing by the Director of MEA. No expenditures made by the Grantee or costs incurred by the Grantee before the effective date of the Agreement shall be approved. All funds are subject to appropriation.

The installed technology or system must be installed by May 1, 2013. Invoices will be submitted to MEA for installed and commissioned project by July 1, 2013. Final Report and Life Cycle Analysis based on two years of performance data will be provided to MEA by July 1, 2015.

Grants will be distributed through a reimbursement process based upon successful completion of milestones agreed upon by MEA and the Grantee. The Grantee will need to generate and send an invoice and project report, as well as supporting documentation, to MEA in order to receive grant funds. Once all required invoice and reporting documentation has been received and approved by MEA, Grantee should expect to receive reimbursement in approximately 30 days.

IV. Source of Funding

Funding for the program comes from the Strategic Energy Investment Fund.

V. Disbursements

a. During the term of this Agreement, MEA shall provide funds to the Grantee in the amount of no more than **Award Amount**. MEA shall provide funds to the Grantee within a reasonable period of time of receiving an invoice from the Grantee detailing costs incurred. Allowable costs are limited to those specifically identified in Attachment A hereto. Progress Reports (in the form attached hereto as Attachment B), will be submitted to MEA at the intervals listed on the schedule included in Attachment A. MEA shall only reimburse the Grantee for eligible costs already incurred by the Grantee under the terms of this Agreement.

b. Grantee agrees to perform the requirements of this Grant continuously and diligently. Interim time extensions may be granted at the sole discretion of the MEA for excusable delays that may arise from unforeseeable causes beyond the control and without the fault of negligence of Grantee.

c. If either the MEA or the Grantee determines, and the other party agrees, that performance of any obligation under this Grant is prevented or delayed by causes beyond the control of and without the fault or negligence of either party, (i.e. "Force Majeure"), the MEA may terminate this Grant. The MEA will pay all allowable costs associated with this Grant that the Grantee has incurred in good faith, up to the date of termination of the Grant.

In the event that MEA, in its sole discretion, concludes that the Grantee has failed to provide evidence in its required Progress Reports to MEA that it is making progress towards meeting the Milestones or that it is not meeting the terms of the Project Description listed in Attachment A of this Agreement, MEA reserves the right to terminate this Agreement.

VI. Proprietary Work Product:

During the execution of this grant, the Grantee will be required to provide information that has been collected and analyzed in order to evaluate various properties as being suitable candidates for development. This obligation includes any information collected by or on behalf of the Grantee by **GRANTEE**, or any other partner or subcontractor.

All documents received by MEA are subject to Maryland's Public Information Act. Documents and information clearly identified by Grantee as confidential commercial or financial information shall not be disclosed as required by the Public Information Act, as determined by MEA.

VII. Retention of Records for Audits

Upon prior notification, MEA shall have the right, during normal business hours, to examine and audit all records that MEA deems necessary or advisable in order to verify compliance with the terms and conditions of this Agreement and expenditures for which reimbursement is requested, including any and all records in the possession, custody or control of the Grantee. The Grantee shall retain and maintain all records and documents relating to this Agreement for a period of three years following the end of this Agreement or any statute of limitations, whichever is longer. The Grantee shall promptly grant access to its facilities to authorized state agency representative(s) for review of documents, information and interviews of company personnel. The Grantee will provide to the State (including MEA) upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information

needed in order for the State to comply with all applicable State or federal reporting and audit requirements.

IX. General Provisions

(a) Any expenditure of Grant funds that is not consistent with the purposes and restrictions stated in Attachment A hereto may, in the sole judgment of MEA, be disallowed. Should any expenditure be disallowed or should the grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in Attachment A within one (1) year after the date of this Agreement.

(b) The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

(c) The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

(i) He or she is authorized to sign this Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth herein.

(ii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or of any subdivision of the State, nor Northeast has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;

(iii) Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;

(iv) Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State;

(v) Grantee, if a health or social welfare organization as defined by Section 7-403 of the State Finance and Procurement Article, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

(vi) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and

(vii) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations

(viii) In order to comply with the National Historic Preservation Act of 1966, Grantee must certify that the proposed grant project will not have any “adverse effects” on a historic property. Grant applicants will be required to provide MEA with documentation from the Maryland Historical Trust, or other qualified historic organization, showing that the proposed project will have “no adverse effect” on historic properties. Additional information on the historical preservation review process can be found on the Maryland Historical Trust’s website at <http://mht.maryland.gov/governments.html>.

(ix) Comprehensive third-party liability insurance is expected to be maintained by Grantee for all work funded by Grant funds. MEA must be named as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers’ compensation insurance, and errors and omissions. All insurance certificates must be maintained in Grantee files and be made available upon request by MEA.

X. Reporting Requirements

- (a) Grantee will provide MEA with Quarterly Progress Reports with requested data in Attachment B of this Agreement, including brief descriptions of progress, challenges, and variances in schedule.
- (b) Upon completion of the project or market strategy, the Grantee shall provide a Final Report in a form acceptable to MEA.
- (c) 1 year of Annual Energy Performance Measurement data.
- (d) Life Cycle Analysis based on costs and performance data.
- (e) For monitoring and evaluation purposes, the Grantee shall make available to the MEA, or its agents, all reports, activities logs, work sites, timelines, estimated and actual energy savings and generated, or other information related to the Grant activities at any reasonable time during the Grant duration and retention period.
- (f) Grantees understand and agree that all data collected and analyzed over the course of this project will be available to the public.

- (g) Grantee understands and agrees that MEA may publish and publicize the project's Final Report when finalized.
- (h) Grantee understands and agrees that MEA will take and publish pictures of the projects, unless MEA agrees with the applicant that some part of the project should remain confidential to respect proprietary intellectual property.

XI. Maryland Law Prevails

The law of Maryland shall govern the interpretation and enforcement of this Agreement.

XII. Agreement Binding on Successors and Assigns

This Agreement shall bind the respective successors and assigns of the parties.

XIII. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MEA.

XIV. Amendments to the Grant

No amendment to this Agreement is binding unless it is in writing and signed by both parties.

XV. Maryland Saved Harmless

To the extent allowed by Maryland law, the Grantee agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law.

XVI. Merger

This agreement and any terms and conditions expressly incorporated by reference herein embody the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than those contained herein or incorporated herein by reference.

XVII. Severability

If any provision of this Agreement is deemed unlawful or unenforceable, all remaining provisions of this Agreement shall continue in full force and effect.

XVIII. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Frederick H. Hoover, Director of Clean Energy

Maryland Energy Administration

(410) 260-7655

(Or any such person as may be designated in writing by the Director of MEA.)

GRANTEE SIGNATORY

Organization

(301) 360-3534

(Or any other person as may be designated in writing by the **GRANTEE**.)

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

By: _____

Date:

Signatory

Title

MARYLAND ENERGY ADMINISTRATION

By: _____

Date:

Abigail Ross Hopper, Esq.

Acting Director

Approved for Form and Legal Sufficiency this **Date, Year.**

By: _____

Brent Bolea

Assistant Attorney General